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- DEPT-01 RECORDING \$18.25
- T4444 TRAN 1600 08/13/91 11:38:00
- #5185 D #1-416106
- COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 14, 1991. The mortgagor is Thomas G. Costello and Sharon D. Calzaretta, d/b/a Sharon M. Costello, his wife ("Borrower"). This Security Instrument is given to ST. ANTHONY BANK, A FEDERAL SAVINGS BANK, which is organized and existing under the laws of the United States of America, and whose address is 1447 S. 49th Court, Cicero, IL 60650 ("Lender"). Borrower owes Lender the principal sum of Fifty Six Thousand and No/100's Dollars (U.S. \$ 56,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Unit 3 East in Wimbledon Courts III Condominium as delineated on a survey of the following described real estate: of the South 5.29 feet of Lot 4, all of Lots 5 & 6 in Block 20 in Frederick H. Bartlett's Chicago Highlands, a subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium, recorded June 29, 1983 as document no. 26666344 together with its undivided percentage interest in the common elements.

PIN 19-19-215-023-1005

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which has the address of 6444 S. Narragansett, #3E, Chicago, IL [Street] [City]  
Illinois 60638 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

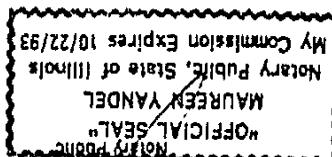
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# UNOFFICIAL COPY

Form 201A 9/90 (page 6 of 6 pages)

1447 S. 49th Court  
St. Anthony Bank, A FSB  
Chicago, IL 60650

Prepared by & mail to: (Space Below This Line Reserved For Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this ..... 4th, day of August, 1991.

set forth.

..... signed and delivered the said instrument as ..... the foregoing instrument, appeared before me this day ..... person, and acknowledged that, he, X ....., subscribed to the foregoing instrument, a Notary Public in and for the uses and purposes herein

..... personally known to me to be the same person(s) whose name(s) ..... are .....

do hereby certify that, Thomas G. Costello, a Notary Public in and for said county and state,

I, ..... the undersigned, a Notary Public in and for said county and state,

STATE OF ILLINOIS, ..... Cook, County ss:

Sharon M. Costello  
Social Security Number: 338-32-1016 ..... Borrower  
Sharon D. Calzaretta n/k/a ..... (Seal)  
Social Security Number: 331-26-4964 .....  
Thomas G. Costello .....  
(Seal)

and in any rider(s) executed by Borrower and recorded with it,  
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument

- [Check applicable box(es)]
- Adjustable Rate Rider
  - condominium Rider
  - 1-4 Family Rider
  - Graduate Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Balloon Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Other(s) (Specify)

with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

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person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term „extended coverage”, and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the obligation secured by the lien in a manner acceptable to Lender; (c) prevails in the enforcement of the security agreement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the security agreement of the lien; or (d) secures from the holder of the lien an agreement to Lender to satisfy the lien in full prior to the maturity date of the note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full, Borrower shall pay them on time directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promply furnish to Lender evidence of payment.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under this Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall agree to sell the Property, Lender, prior to the acquisition or sale as a credit against the sums or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums acquired by this Security instrument.

If the Funds held by Lender exceed the amount it is permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in twelve monthly payments, at Lender's sole discretion.

1. Payment of Principal and Interest; Prepayment of Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items".

Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser of future Escrow Items or otherwise in accordance with applicable law.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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Sharon M. Costello  
Borrower  
(Seal)

Thomas G. Costello  
Borrower  
(Seal)

SHARON D. CALZAGETTA

BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS CONDOMINIUM RIDE

OF DISBURSEMENT IN THE NOTE RATE AND SHALL BE PAYABLE, WITH INTEREST, UPON NOTICE FROM LENDER TO BORROWER REQUESTING PAYMENT.

INSTANTLY, UNLESS OTHERWISE STATED UNDER THIS PARAGRAPH, IT SHALL BECOME IMMEDIATE DEBT OF BORROWER SECURED BY THE SECURITY ANY MONIES DISBURSED BY LENDER UNDER THIS PARAGRAPH IT SHALL BECOME IMMEDIATE DEBT OF BORROWER SECURED BY THE SECURITY.

F, REMEDIES, IF BORROWER DOES NOT PAY CONDOMINIUM DUES AND ASSESSMENTS WHEN DUE, THEN LENDER MAY PAY THEM,

THE OWNERS ASSOCIATION UNACCEPTABLE TO LENDER.

(IV) ANY ACTION WHICH WOULD HAVE THE EFFECT OF RENDERING THE PUBLIC LIABILITY INSURANCE COVERAGE MAINTAINED BY

OF LEADER;

(III) TERMINATION OF PROFESSIONAL MANAGEMENT AND ASSUMPTION OF SELF-MANAGEMENT OF THE OWNERS ASSOCIATION;

(II) ANY DEMANDMENT TO ANY PROVISION OF THE CONSTITUTION DOCUMENTS IF THE PROVISION IS FOR THE EXPRESS BENEFIT

OF ENTITLEMENT DOMESTIC:

REQUIRED BY LAW IN THE CASE OF SUBSTANTIAL DESTROYATION BY FIRE OR OTHER CAUSE OR IN THE CASE OF A LOSS BY CONDEMNATION

(I) THE ABANDONMENT OR TERMINATION OF THE CONDOMINIUM PROJECT, EXCEPT FOR ABSOLUTE TERMINATION OR TERMINATION

CONSEQUENT, LENDER'S PARTITION OR SUBDIVISION OF THE PROPERTY OR CONSENTO:

B, LENDER'S PARTITION OR SUBDIVISION, BORROWER SHALL NOT, EXCEPT WITHOUT NOTICE TO LEADER, AND WITH LENDER'S PRIOR WRITTEN

SHALL BE APPLIED BY LENDER TO THE SUMS SECURED BY THE SECURITY INSTRUMENT AS PROVIDED IN UNIFORM COVENANT 10.

ELEMENTS, OR FOR ANY CONVEYANCE OR OTHER TAKING OF ALL OR ANY PART OF THE PROPERTY ASSIGNED AS PAID TO LENDER. SUCH PROCEEDS

IN CONMECATION WITH ANY CONDEMNATION OR OTHER TAKING OF THE UNIT OR OF THE COMMON ELEMENT OR CONSEQUENT, PAYABLE TO BORROWER

D, CONDEMNATION, THE PROCEEDS OF ANY AWARD OR AWARD OR DAMAGES, DIRECT OR CONSEQUENTIAL, PAYABLE TO BORROWER

ASSOCIATION MAINTAINS A PUBLIC LIABILITY INSURANCE POLICY ACCEPTABLE TO LENDER.

C, PUBLIC LIABILITY INSURANCE, BORROWER SHALL TAKE SUCH ACTIONS AS MAY BE REASONABLE TO INSURE THAT THE OWNERS

PART TO LENDER FOR APPLICATION TO THE SUMS SECURED BY THE SECURITY INSTRUMENT, WITH ANY EXCESS PAID TO BORROWER.

PROPERTY, WHETHER IN THE UNIT OR TO COMMON ELEMENTS, ANY PROCEEDS PAYABLE TO BORROWER ARE HEREBY ASSIGNED A LOSS TO THE

IN THE EVENT OF A DISTRIBUTION OF HAZARD INSURANCE PROCEEDS IN LIEU OF RESTORATION OR REPLACEMENT FOLLOWING A LOSS TO THE

BORROWER SHALL GIVE LENDER PROMISE OF ANY DAMAGE IN REQUIRED HAZARD INSURANCE COVERAGE.

IS DEEMED SATISFIED TO THE EXTENT THAT THE REQUIRED COVERAGE IS PROVIDED BY THE OWNERS ASSOCIATION POLICY.

(II) BORROWER'S OBLIGATION UNDER UNIFORM COVENANT 5 TO MAINTAIN HAZARD INSURANCE COVERAGE ON THE PROPERTY

THE SOLELY PREMIUM INSURANCE FOR HAZARD INSURANCE ON THE PROPERTY; AND

(I) LENDER WAIVES THE PROPERTY UNIFORM COVENANT 2 FOR THE NONNUL PAYMENT TO LENDER OF ONE-TWELFTH OF

THE TERM "EXCLUDED COVERAGE," DURING

COVERAGE IN THE AMOUNTS, FOR THE PERIODS, AND AGAINST THE HAZARDS LENDER REQUIRES, INCLUDING FIRE AND HAZARDS INCLUDED WITHIN

"MASTER," OR "BLANKET," POLICY ON THE CONDOMINIUM PROJECT WHICH IS SUBJECT TO LENDER AND WHICH PROVIDES INSURANCE

B, HAZARD INSURANCE SO LONG AS THE OWNERS ASSOCIATION MAINTAINS, WITH A GENERALLY ACCEPTED INSURANCE COMPANY, A CONDOMINIUM OBLIGATION. BORROWER SHALL PERFORM ALL OF THE CONDOMINIUM DOCUMENTS.

A, CONDOMINIUM OBLIGATION. BORROWER SHALL PERFORM ALL OF BORROWER'S OBLIGATIONS UNDER THE CONDOMINIUM PROJECT, WHEN DUE, ALL DUES AND ASSESSMENTS IMPOSED PURSUANT TO THE CONDOMINIUM DOCUMENTS.

AND LENDER LENDER COVENANT AND AGREE AS FOLLOWS:

CONDOMINIUM COVENANTS. IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THE SECURITY INSTRUMENT, BORROWER

BORROWER'S INTEREST IN THE OWNERS ASSOCIATION AND THE USES, PROCEEDS AND BENEFITS OF BORROWER'S INTEREST, THE PROPERTY ALSO INCLUDES "OWNERS ASSOCIATION," WHICH HOLDS TITLE TO PROPERTY FOR THE BENEFIT OF USE OF ITS MEMBERS OR SHAREHOLDERS, THE PROPERTY ALSO INCLUDES "THE CONDOMINIUM PROJECT." IF THE OWNERS ASSOCIATION OR OTHER ENTITLY WHICH ACTS FOR THE CONDOMINIUM PROJECT (THE

NAME OF CONDOMINIUM PROJECT)

KNOWN AS:

THE PROPERTY INCLUDES A UNIT IN, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF A CONDOMINIUM PROJECT

644 S. NARTRAGANSET #3E, CHICAGO, IL 60638

OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:

ST. ANTHONY BANK, A TRUST, SAVINGS BANK

SECURITY INSTRUMENT, OF THE SAME DATE GIVEN BY THE UNDERSIGNED (THE "BORROWER") TO SECURE BORROWER'S NOTE TO

THIS CONDOMINIUM RIDER IS MADE THIS JUNE day of AUGUST 1991.